

STATE PLAN UNDER TITLE XIX OF THE SOCIAL SECURITY ACT Attachment 4.16-A

STATE UTAH

COOPERATIVE ARRANGEMENTS WITH STATE HEALTH AND STATE VOCATIONAL REHABILITATION
AGENCIES AND WITH TITLE V GRANTEEES

Cooperative agreements attached.

State Health and Title V Agreement -- Attachment #1.

State Vocational Rehabilitation Agreement -- Attachment #2.

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84-5

Attachment 4.16-A
(Attachment #1)

AGREEMENT BETWEEN THE UTAH STATE DEPARTMENT OF SOCIAL SERVICES
and the
UTAH STATE DIVISION OF HEALTH

OFFICIAL

A. PURPOSE:

The broad purpose of this AGREEMENT between the Utah State Department of Social Services, Office of Medical Assistance, hereinafter called Medical Assistance, and the Utah State Division of Health, hereinafter called Health, is to carry out cooperatively the provisions of Title XIX, Social Security Act.

The specific purpose is to accomplish the following:

1. Assure that all eligible persons will receive without interruption the benefits of uniform quality medical care regardless of race, age, sex, religion, or national origin.
2. Formalize and extend basic working relationships to eliminate duplication, coordinate services and utilize professional expertise to evaluate and recommend program changes.
3. Provide early and periodic screening diagnosis and treatment of individuals under 21. (SRS Program Regulation 40-19)

B. HEALTH AGREES TO:

1. Designate members of its staff to meet at least monthly with appropriate Medical Assistance Staff to review accomplishments and to coordinate activities in the various program areas.
2. Establish standards and regulations and certify facilities and providers of services for participation in the Medical Assistance Program closely coordinated with the activities under Title XVIII (Medicare). These activities will assure that facilities and providers of services under Title XIX meet standards similar to those required for participation in the Title XVIII program.
3. Consult and evaluate and make recommendations to Medical Assistance as to the quantity and quality of medical services necessary to meet acceptable medical care program standards. In order to carry out the intent of the law that persons receiving care under the Utah Medical Assistance Program shall receive care equal in quality to other segments of the population and to assure the continuous availability of such care, Health will provide professional expertise to consult and advise in the various medical program areas. To accomplish this, Health will utilize professionals from consumer groups and principle providers of service, such as the Medical Association, Nursing Home Association, Dental Association, Hospital Association, Pharmaceutical Association, and such others as may seem advisable or requested by Medical Assistance.

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4. Provide consultation to facilities and providers of service as required to encourage program participation and to assure quality performance. Concurrently with the activities necessary to monitor the various aspects of the program, a pattern of cooperation and professional consultation with those providing services in the program is required. Title XIX activities will be carried forward to meet the Federal and State requirements in the best interest of all concerned in the program.
5. To transmit periodically to Medical Assistance written reports relating state-wide to the quality and quantity of all areas of medical care that might or might not be available to persons eligible for medical assistance under provisions of Title XIX.
6. Join with Medical Assistance in promoting cooperative arrangements with all providers of medical care and with those State Divisions responsible for establishing and maintaining standards for medical care and health services in State institutions or in institutions operated subject to supervision of such divisions to assure maximum availability and utilization of such services.
7. Exchange with Medical Assistance medical and social information on individual cases upon request and receipt of properly completed Release of Information signed by the legal guardians of minors or by the patients when they are competent and of legal age.
8. Provide or arrange within budgetary limitations for diagnosis and treatment services for children on Medical Assistance (Title XIX) who are referred and are eligible for Division of Health Crippled Children's Services (Title V). Services provided will include, but not be limited to, hospitalization, physician's services, laboratory procedures, x-rays, EEG's, EKG's, surgeries, appliances, physical therapy, etc. Services for these children will be authorized in compliance with Crippled Children's regulations with payment being made for balance remaining after Title XIX payment has been made to the provider. Providers are responsible to bill insurance first (where available), Title XIX second, and then CCS for any balance remaining.
9. Provide appropriate Health Division staff as consultants for program expansion, evaluation, and staff development.
10. Provide Health Division policies and procedures to guide the persons designated in Paragraph C-10 of this agreement.
11. Provide consultation and guidance to local health and voluntary agencies in early identification and referral of children needing medical or remedial services.
12. Refer children in need of medical or remedial services who are not medically eligible for Crippled Children's Services for determination of eligibility for Title XIX services.

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13. To participate in the orientation meetings and/or workshops specified in Paragraph C-11 when practicable and upon invitation from Title XIX program staff.

C. MEDICAL ASSISTANCE AGREES TO:

1. Designate members of its staff to meet at least monthly with the appropriate Health staff to review accomplishments and to coordinate activities in the various program areas.
2. Accept all standards for nursing homes, hospitals, home health agencies, Crippled Children's Services, and Family Planning Services as developed by the State Division of Health. (Interpret and provide assistance with Federal requirements, changes, and additions as they occur and as it relates to the Title XIX standards for skilled nursing home care).
3. Refer all children under 21 who are medically eligible for Crippled Children's Services to the Division of Health for diagnostic and treatment service. If it is determined by the Division of Health that such a child requires treatment and care services, the Crippled Children's Services Program Director will authorize those services in accordance with the provisions of Paragraph B-8 under "Health agrees".
4. Reimburse through Title XIX for family planning services to eligible recipients as follows:
 - a) The Division of Health for those patients served through private physician's offices or clinics conducted by the Division of Health.
 - b) Individual health districts or county health departments who provide family planning services which are funded by the Division of Health through specific contractual agreement.

Reimburse at the agreed rate to be made upon presentation of a monthly or quarterly claim to Medical Claims Section, Bureau of Finance, Office of Administrative Services, 231 East 4th South, Salt Lake City, Utah, 84111.

5. Provide under specific contractual agreements, financial reimbursement to the Division of Health within limitations to be hereafter agreed to from time to time by the parties giving consideration to existing budgetary conditions for all actual, necessary, and administrative expenses which the Division of Health incurs in carrying out specific program assignments and responsibilities.
6. Share with the Health Division appropriate personnel and medical information from various departmental program and support services in order to permit the Health Division to develop meaningful data for recommending needed changes in medical program policies and procedures.

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7. Exchange with the Division of Health medical and social information on individual cases upon request and receipt of properly completed Release of Information signed by the legal guardians of minors or by the patients when they are competent and of legal age.
8. Inform State and District staff of all health services available, through the State and local health departments, and encourage cooperative working relationships at all levels.
9. Furnish to the Division of Health statistical data for the following purposes:
 - a) To assist the Division of Health in its responsibilities of licensing institutions and supervising institutional standards.
 - b) To evaluate need in recommending appropriate changes relating to the amount, duration, and scope of medical assistance in the Title XIX Program.
 - c) To evaluate quality of medical care.
10. Provide designated persons as key resource persons for effective communications between Title V and XIX Programs. These persons will also be key resource persons for assistance in determining appropriateness of referrals to the Health Division. These persons will be authorized to determine Title XIX eligibility for Health Division patients where a question exists.
11. To arrange as necessary, orientation meetings and/or workshops to implement this agreement.
12. Provide to the Division of Health (Title V) monthly, a listing of Title XIX eligibles at no cost to the Division of Health.

D. BOTH AGENCIES AGREE TO:

1. Promote educational and other informational programs designed to make medical assistance and health services to all persons in the State, and to create better understanding of the benefits of these services.
2. That this agreement will be reviewed at least annually and may be modified or changed at any time by mutual agreement in writing by both parties; and that it is the intent of both parties to this agreement that it shall be continued each fiscal year, except that it may be discontinued after six months' written notice by either party. This agreement is effective on the date of signing by both parties.

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3. That this agreement supersedes and replaces the agreement between the Division of Health and the Division of Family Services dated March 15, 1972 and any previous agreement.

OFFICE OF MEDICAL ASSISTANCE

Frank Dix
Frank Dix, Director

December 14, 1973
Date

UTAH STATE DIVISION OF HEALTH

Lyman J. Olsen, M.D.
Lyman J. Olsen, M.D.
Director of Health

12/14/73
Date

APPROVED:

W. P. Williams
Department of Social Services

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MEMORANDUM OF AGREEMENT

UTAH DEPARTMENT OF HEALTH
Division of Health Care Financing
and
Division of Family Health Services

1. NAME OF AGREEMENT: INTERAGENCY COORDINATION - TITLE V/TITLE XIX

2. AGREEING PARTIES:

This agreement is between the Utah Department of Health, Division of Family Health Services (DFHS) as the designated Title V (Maternal and Child Health) agency and the Utah Department of Health, Division of Health Care Financing (DHCF) as the designated Title XIX (Medicaid) agency.

3. PURPOSE OF AGREEMENT:

The purpose of this agreement is to formalize and strengthen the relationship between DFHS and DHCF in areas of mutual interest and concern, avoid duplication of effort, improve access to Title XIX (Medicaid) and Title V {Maternal and Child Health (MCH)} to eligible Medicaid clients; to enhance the quality of Medicaid and MCH services; to enhance program coordination and information exchange to the extent possible; and enhance Medicaid funding for MCH services.

4. CONTRACT PERIOD:

This agreement is effective July 1, 1993 and will terminate on June 30, 1995, unless extended or terminated in accordance with the terms of this agreement.

5. ATTACHMENTS:

Attachment A: Coordination Forum Designees

6. SPECIAL PROVISIONS:

A. DEC7 agrees to:

1. Coordinate and collaborate with DFHS in planning and implementing Medicaid services related to maternal and child health services.
2. Collaborate with DFHS in developing, implementing, and evaluating the Medicaid services that relate to maternal and child health, including but not limited to:
 - Early Periodic Screening, Diagnosis and Treatment (EPSDT, aka CHEC)
 - Prenatal Services
 - Early Interventions (diagnostic/rehabilitation services)
 - Immunizations
 - Children At Risk Programs
 - Dental Services
 - Targeted Case Management
 - Children with Special Health Needs
3. Provide the CHEC Program Plan which includes sections on needs assessment and outreach, and participation data for use in the MCH Block Grant application and annual report.
4. Assign the Director of the Bureau of Coverage and Reimbursement Policy, or designee, to be the division liaison to DFHS, and to represent DHCF on the MCH Advisory Committee.

5. Coordinate CHEC outreach activities with Success for Students and Families at Risk and related programs, including developing and monitoring joint contracts with local health departments for CHEC outreach. Collaborative efforts will include joint contract development and monitoring.
6. Coordinate outreach efforts related to the "Baby Your Baby" program, including the "Well-Child Hotline," media efforts, and making referrals to DFHS.
7. Upon request, provide to DFHS non confidential and readily available enrollment, utilization and quality assurance data or similar information to assist DFHS in accomplishing its mission. If the data is not readily available, DFHS agrees to pay DHCF for the cost associated with the request.
8. Annually, disseminate information through Medicaid Information Bulletins, Clientele, or other such publications informing Medicaid recipients and providers of the procedures to bring policy issues to the attention of the Medical Care Advisory Committee or the Maternal and Child Health Committee.
9. Reimburse DFHS, in accordance with the 42 Code of Federal Regulation (CFR) 431.615 paragraph (c) 4, for the cost of services furnished Medicaid recipients by DFHS and Title V grantees.
10. Collaborate in efforts to improve the immunization rates for all children.
11. Collaborate with DFHS to improve access and the quality of services for Medicaid recipients who are also served by MCH, with particular focus on:
 - a. Children with special health care needs in managed care settings;
 - b. Standards of care for children with special health care needs, such as cleft palate;
 - c. Care coordination for children with special health care needs.

B. DFHS agrees to:

1. Assign the Assistant Director, Planning and Primary Care with the responsibility to ensure the coordination of services, outreach and education provided by Title V (MCH) programs, including, but not limited to: Children's Special Health Services, Well Child Conference, School Health, Dental Health, Reproductive Health, and Women, Infants and Children (WIC), with services and outreach provided by Medicaid.
2. Encourage MCH Title V funded and other DFHS sponsored programs to screen families for possible eligibility for Medicaid benefits; inform potential eligibles of services available through the Medicaid program; and refer families to the appropriate DHCF/Department of Human Services eligibility office.
3. Provide pediatric health care consultation and technical input for CHEC, Children with Special Health Care Needs, and Reproductive Health program. These functions include, but are not limited to:
 - a. Recommending components of physical examination and screening assessment;
 - b. Recommending standards of services;
 - c. Recommending scope of services;
 - d. Recommending periodicity schedule for screening services;
 - e. Recommending data to be collected from screening exams as to the health status of the child and services provided;
 - f. Recommending design changes of forms used by clinicians who report the findings of CHEC screening services;
 - g. Recommending standards for expanded services provided through the CHEC program.

4. Provide dental advice and serve as liaison with the dental provider community to:
 - a. Recommend criteria and definitions to be used in determining medical necessity and appropriateness;
 - b. Recommend criteria and definitions of quality of dental care;
 - c. Interpret scope of Medicaid benefits, criteria, and basis of dental determinations for the dental provider community;
 - d. Explain the direction of the Medicaid dental program.
5. Designate DFHS staff to coordinate DFHS's Success for Students At Risk, the Well Child Conference program, and other related programs with CHEC outreach, education, and case management activities with the DHCF CHEC Coordinator and the CHEC and "At Risk" staff at the local community level.
6. Upon request, provide to DHCF non confidential and readily available MCH data related to Medicaid clients, or other similar information to assist DHCF in accomplishing its mission. If the data is not readily available, DHCF agrees to pay DFHS for the cost associated with the request.

C. It is mutually agreed that:

1. Both DHCF and DFHS will conduct mutual collaboration and coordination through the use of forums which will address matters relating to each of the component areas of the MCH Block Grant Program. Each Division will designate two (2) specific individuals for each forum to coordinate activities relating to that component area (Attachment A). MCH component areas are:
 - a. Component A: Preventive and Primary Services for Pregnant Women, Mothers, and Infants up to age 1
 - b. Component B: Preventive and Primary Care Services for Children and Adolescents
 - c. Component C: Family-Centered, Community-Based, Coordinated Care and the Development of Community-Based Systems of Care for Children with Special Health Care Needs
2. All information regarding recipients of services provided directly or indirectly through DHCF or DFHS shall be treated as confidential. Publication of any information that would identify an individual recipient is prohibited except upon written consent of the recipient or the responsible parent or guardian.
3. No modifications or changes shall be made to this agreement unless in writing and signed by the directors of both DHCF and DFHS.
4. That both parties are governmental entities under the governmental Immunity Act and public entities under the Indemnification of Public Officers and Employees Act, and consistent with the terms of those acts, agree to hold each other harmless for their wrongful or negligent acts or those of their employees, officers, or agents.
5. This Agreement may be terminated by either party upon 90 days advance written notice.
6. Both parties will review this document annually and update as needed.

REFERENCE TO AGREEMENTS INCLUDED IN THIS CONTRACT BUT NOT ATTACHED


A. AGREEMENTS:

1. Presumptive Eligibility
2. Dental Consultation
3. Early Intervention

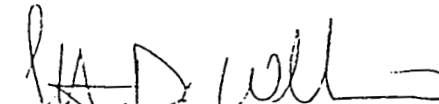
MEMORANDUM OF AGREEMENT
UTAH DEPARTMENT OF HEALTH
Division of Health Care Financing
and
Division of Family Health Services

SIGNATURES

DIVISION OF FAMILY HEALTH SERVICES



Larry M. Johnson, M.P.A.
Manager, Financial Services

4/11/94
date



Scott D. Williams, M.D., M.P.H.
Director

4/15/94
date

DIVISION OF HEALTH CARE FINANCING

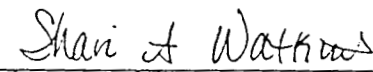

Vernal D. Tribe
Manager, Support Services

4/18/94
date

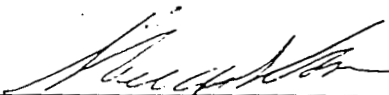

Joan M. Gallegos, R.N., C.S.W.
Director

4/19/94
date

UTAH DEPARTMENT OF HEALTH


Shari A. Watkins, C.P.A.
Director, Bureau of Finance

4/21/94
date


Sheldon B. Elman, M.P.A.
Director, Office of Administrative Services

4/21/94
date

ATTACHMENT A

DIVISION OF FAMILY HEALTH SERVICES
and
DIVISION OF HEALTH CARE FINANCING
COORDINATION FORUM

Designees

Component A	-	Urla Jeane Maxfield Bonnie Holmes Nan Streeter Jennifer Haake
Component B	-	Zohreh Speckman Julie Olson Pat Shifflett Susan Aldous
Component C	-	Zohreh Speckman Jeff Dean George Delavan Holly Balken
Dental issues not included under Components A, B, or C	-	Rudy Schenk Karen Zinner

Attachment A
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T.N. No.	<u>94-013</u>	Approval Date	<u>02/14/94</u>	Effective Date	<u>04/01/94</u>
Supersedes					
T.N. No.	<u>94-006</u>				